

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

IN RE:)	
)	
MARK N. HEAD,)	
)	Case No. 09-15856-SSM
Debtor.)	(Chapter 7)
_____)	
)	
STATE DEPARTMENT FEDERAL)	
CREDIT UNION,)	
)	
Plaintiff,)	
)	
v.)	
)	
MARK N. HEAD)	AP No. 10-01161-SSM
)	
Defendant.)	
_____)	

CONSENT ORDER TO DETERMINE DISCHARGEABILITY OF DEBT

UPON CONSIDERATION of the Complaint to Determine Dischargeability of debt as filed by the plaintiff, the State Department Federal Credit Union, and it appearing to the Court that the parties agree that the indebtedness of the defendant, Mark N. Head, to the plaintiff in the amount of Thirty-One Thousand Dollars (\$31,000.00), plus interest at the contract rate of 10.15% from October 10, 2006, plus attorney's fees of Seven Thousand Five Hundred Dollars (\$7,500.00), shall be treated as a non-dischargeable obligation pursuant to the provisions of §523(a)(2)(A) and (B) of the Bankruptcy Code; provided that the defendant shall be permitted to satisfy his indebtedness to the

plaintiff through the following payments:

1) Four Hundred Dollars (\$400.00) per month beginning on September 1, 2010 and continuing on or before the first (1st) day of each month thereafter through August 1, 2011;

2) Five Hundred Dollars (\$500.00) per month beginning on September 1, 2011 and continuing on or before the first (1st) day of each month thereafter through August 1, 2012;

3) Six Hundred Dollars (\$600.00) per month beginning on September 1, 2012 and continuing on or before the first (1st) day of each month thereafter through August 1, 2013;

4) Seven Hundred Dollars (\$700.00) per month beginning on September 1, 2013 and continuing on or before the first (1st) day of each month thereafter through August 1, 2014;

5) Eight Hundred Dollars (\$800.00) per month beginning on September 1, 2014 and continuing on or before the first (1st) day of each month thereafter through January 1, 2015, with a final payment of Six Hundred Dollars (\$600.00) to be made on or before February 1, 2015.

As long as the defendant remains in compliance with his payment obligations as set forth herein, interest on the principal balance of the judgment shall not be deemed to accrue and the defendant will not be obligated to pay the plaintiff's attorneys fees and costs. In the event of the defendant's default on his payment agreement, plaintiff's counsel will send

to him and to his attorney an Affidavit of Non-Payment which will provide the defendant with ten (10) days from the date of mailing within which to cure his default, time being of the essence. Upon his failure to cure such default, interest at the contract rate of 10.15% per annum will be deemed to accrue from the date of default, the defendant will become responsible for the payment of the plaintiff's attorneys fees and costs in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), and the plaintiff shall be permitted to execute on the full amount of this judgment, less credits. This judgment, and the payment obligations as set forth herein, shall survive the termination of this case.

The parties' agreement to these terms and conditions of this Order is evidenced by the signatures of their attorneys to this Order.

IT IS NOW THEREFORE, by the United States Bankruptcy Court for the Eastern District of Virginia,

ORDERED, that the indebtedness of the defendant, Mark N. Head, to the plaintiff, the State Department Federal Credit Union, in the amount of Thirty-One Thousand Dollars (\$31,000.00), plus interest of 10.15% per annum from October 10, 2006, plus attorney's fees of Seven Thousand Five Hundred Dollars (\$7,500.00), are non-dischargeable pursuant to the provisions of §523(a)(2)(A) and (B) of the Bankruptcy Code, and that judgment

is entered in favor of the plaintiff and against the defendant for such amounts, and it is further

ORDERED, that execution on this judgment by the plaintiff, the State Department Federal Credit Union shall not take place as long as the defendant, Mark N. Head, satisfies his payment obligations under this judgment as set forth above, and interest at the contract rate of 10.15% from October 10, 2006 and plaintiff's attorney's fees of Seven Thousand Five Hundred Dollars (\$7,500.00) shall not become due and payable unless and until the defendant defaults in his payment obligations and does not cure such default in accordance with the provisions of this Order.

Date: _____

U. S. Bankruptcy Judge

Entered on Docket _____

WE ASK FOR THIS:

YOUNG, GOLDMAN & VAN BEEK, P.C.

By: /s/ John P. Van Beek
John P. Van Beek, Esq.
510 King Street, Suite 416
P. O. Box 1946
Alexandria, VA 22313-1946

Attorneys for the plaintiff, United States

Senate Federal Credit Union

OH & EISNER, PLLC

By: /s/ Michael L. Eisner
Michael L. Eisner, Esq.
7619 Little River Turnpike, Suite 200
Annandale, VA 22003

Attorney for the defendant,
Mark N. Head

Local Rule 9022-1(C) Certification

The foregoing Order was endorsed by and/or served upon all necessary parties pursuant to Local Rule 9022-1(C).

/s/ John P. Van Beek
John P. Van Beek

PARTIES TO RECEIVE COPIES:

John P. Van Beek, Esq.
510 King Street, Suite 416
P.O. Box 1946
Alexandria, VA 22313-1946

Michael L. Eisner, Esq.
7619 Little River Turnpike, Suite 200
Annandale, VA 22003

Mark N. Head
11714 Lake Forest Drive
Reston, VA 20194